

Exhibit 10



CHRISTIAN CHILDREN'S FUND, INC.
P.O. Box 14038 NAIROBI (WESTLANDS), KENYA - CABLE: CHILDCARE

E-mail: ccfke@africaonline.co.ke Telex: 23152 TNS NBI

Tel: 4444890, 4444893, 4440232, 4444428, 4441538 Fax: 4444426

**SUB- AGREEMENT BETWEEN CHRISTIAN
CHILDREN'S FUND KENYA**

AND

PATHFINDER INTERNATIONAL

This agreement sets out the relationship between **Christian Children's Fund (CCF Kenya)** and **Pathfinder International** in the implementation of **Weaving The Safety Net** (support to orphans and vulnerable children affected by HIV/AIDS). The project focuses on **reducing the impact** of HIV/AIDS on 63,325 orphans and other vulnerable children and adolescents by responding to the current gap in psychosocial programming while supporting structures that respond to the individual's educational, health and economic needs. The project's geographical focus is set out in the detailed work plans, which form an integral part of this agreement. The project is part of CCF INC. comprehensive HIV/AIDS strategy for Africa consisting of: Psychosocial support for OVC, HIV/AIDS prevention, promotion of positive living for PLWAs, nutrition and child health, educational assistance and vocational training and livelihood sustainability.

The US Agency for International Development (USAID) President's Emergency Plan For Aids Relief (PEPFAR) is providing support for this initiative.

This agreement is subject to the provisions of Cooperative Agreement No. GPO-A-00-05-00016-00 and all standard provisions that apply to Grant recipients and sub-recipients of USAID (refer to attachments).

This agreement is made this **18th day of March, 2005** between **Christian Children's Fund (CCF Kenya)**, a duly registered NGO under the Non-Governmental Organization Coordination Act of 1990 of **P.O. Box 14038, Nairobi (Westlands), Kenya**, herein, after called CCF Kenya "which expression shall where the context allow include its successors and assigns of one part and **Pathfinder International (Pathfinder)**, a US Non-Governmental Organization of 9 Galen Street, Watertown MA, USA and also duly registered under the Non-Governmental Organization Coordination Act of 1990 of **P.O. Box 48147 00100 Nairobi**.

WHEREAS

1. CCF Kenya is an international, non-profit making, non-sectarian, and child development organization working in more than 30 countries worldwide. CCF Kenya works in partnership with a broad spectrum of local and international organizations extending the reach of CCF Kenya programs to many deserving children and communities. CCF Kenya focuses on three core programs. Health, Education and Livelihood.
2. CCF Kenya mission is to promote growth and the well being of children by empowering families and communities to utilize the available resources and opportunities for sustained benefits for children.
3. CCF Kenya believes that comprehensive child-focused HIV/AIDS prevention, care and support initiatives provide safety nets for households grappling with the impact of HIV/AIDS, thereby improving the physical, emotional, social and economic well-being of children in these house holds.
4. CCF Kenya is also committed to tackling the ever-increasing problems facing children in Kenya. This is through a deeper and participatory

analysis of the root causes of child poverty and programming geared towards implementing programs, which address these root causes, while at the same time putting short term interventions to address immediate and urgent symptoms of the same. The long-term vision is to create and develop a sustainable solution to the problem faced by Kenya's poor for the well being of a child.

AND WHEREAS

Pathfinder International provides communities throughout the developing world with access to quality reproductive health information and services. Pathfinder has been working in Kenya for over 30 years, and has partnered with over 60 non-governmental and community-based organizations, government agencies, and public and private sector institutions, to create sustainable and responsive community-based programs.

A major thrust of Pathfinder's work in Kenya is to halt the spread of HIV/AIDS through comprehensive community-based programs incorporating prevention, care and support initiatives for those infected and affected by HIV/AIDS.

Pathfinder believes that successful community home-based care programs must of necessity incorporate prevention efforts; basic home nursing care; two-way referral linkages; community participation and involvement; and strong linkages to emotional, social, spiritual, legal and economic support services.

Pathfinder is committed to the provision of care and support of orphans and vulnerable children through community home-based care, and other community-based child protection initiatives such as training and support of community paralegals.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

CCF Kenya and Pathfinder International have agreed to jointly collaborate in implementing **Weaving the Safety Net Project** whose objectives are as follows:

- 1) To mobilize and strengthen family and community-based responses to provide care and support, with an emphasis on psychosocial care to HIV-affected and other vulnerable children and adolescents.
- 2) To increase the capacity of HIV-affected and other vulnerable and adolescents to meet their own needs through active participation in national and district-level programs and policy development and access to formal and non-formal education.

1. JOINT OBLIGATIONS

- 1.1 CCF Kenya and Pathfinder International are jointly responsible for preparing the work plans, which will form a basis for implementing the project.
- 1.2 CCF Kenya and Pathfinder International jointly agree to plan and carry out joint reviews of the program and organize a participatory mid-term assessment the results of which will be effectively incorporated for the

improvement of the project. These evaluations shall be conducted in line with the project schedule.

1.3 CCF Kenya and Pathfinder International have agreed to set up a Project Advisory Board made up of the following:

- CCF Regional Team (East Africa)
- CCF Kenya Country Director
- KDA Managing Director
- Pathfinder Country Director

The Board will nurture and oversee the cooperation. The Board may co-opt anybody else into the membership as need arises. The board will be responsible for leadership and vision of the cooperation and will hold meetings as provided to reflect and review the challenges and performance of the cooperation.

1.4 During the term of the agreement, the project Advisory Board will hold joint meetings for the following purposes:

- a) To review the success of the program during the proceeding period.
- b) To discuss any adjustments in the program, strategies, methodologies, objectives and outputs. It is agreed between the two parties that any adjustments shall be in writing and shall be signed by both parties. These meetings will be held as follows:
 - i. Every three months
 - ii. To hold semi-annual reviews after the expiry of the agreement and for as long as the parties agree.

2. OBLIGATIONS OF CCF – KENYA

Funding and disbursements of funds:

For control purposes, CCF Kenya and Pathfinder International will enter into one year funding agreements. However, disbursements of funds will be done on quarterly basis upon Pathfinder providing evidence that it has satisfactorily carried out all the activities that were planned for the previous quarter. The successful implementation of the funding agreements will determine the extension or earlier termination of the agreement. Cash requests will always be made using the attached Cash Request Form and shall always be accomplished and signed by the authorised representative of the sub-recipient.

All expenses made with funds provided under this sub-agreement shall be for allowable expenditures incurred during the period of this sub-agreement.

- **Funding for the second year will be dependent upon:**
Pathfinder International providing evidence that it has satisfactorily carried out all the activities that were planned for year 1 (Refer to workplans).

CCF's Weaving the Safety Net Program Manager will provide a verification report before the next disbursement is done.

- **Financial Contributions (US Dollars)**

Year 1	Year 2	Year 3	Year 4	Year 5	Total
56,625.00	68,730.00	0.00	0.00	0.00	125,355.00

For purposes of this agreement, year 1 will cover the period commencing 18 March 2005 and ending 30 September 2005.

- Provide Pathfinder International with relevant regulations and requirements for PEPFAR / USAID audits.
- Audit project funds.
- Follow up on project implementation and agreed plans of action.
- Provide overall project oversight.

3. OBLIGATIONS OF PATHFINDER INTERNATIONAL

Throughout the agreement period Pathfinder International, to the intent that the program may be successfully implemented hereby undertakes and agrees as follows:

- To implement the project as agreed and described in the work plans. Failure to comply with the said implementations may cause CCF Kenya to withhold further funding and may terminate this agreement.
- To collect and provide monthly programmatic and financial reports on the progress of the program. The reporting format will be agreed between Pathfinder International and CCF Kenya and shall form part of this agreement as annexure.
- To provide quarterly narrative and financial reports to CCF Kenya. The reporting format will be agreed between Pathfinder International and CCF Kenya and shall form part of this agreement as annexure. The quarterly reports for the quarters ending 30 September and 31 March will be submitted to CCF Kenya by the 10th working day after the end of the quarter. For the other two quarters, the narrative and financial reports will be due by the 15 working days after the end of the quarter.
- Provide access to all financial records and books related to this project to CCF Kenya auditors at anytime on request from CCF Kenya.
- Attend networking meetings at the request of CCF Kenya.